

SEWER COMMISSION MINUTES

June 16, 2010 Regular Meeting 7:00 PM

The regular meeting of the Town of North Smithfield Sewer Commission was called to order on Wednesday, June 16, 2010 at 7:00 P.M. at Kendall Dean at 83 Greene Street.

Roll Call - Mrs. Paul - In attendance was: Mr. DeCelles, Mr. Nordstrom, Mr. Kane, and Mr. Connolly. Mr. Wilcox was in attendance. Mr. McGee and Mr. Alvarez were not in attendance. Also not in attendance were Mr. Pendergast and Mr. Erickson.

APPROVAL OF MINUTES

MOTION by Mr. Connolly, seconded by Mr. DeCelles and voted unanimously on a 3-0 aye vote to approve the May 19, 2010 minutes and Mr. Nordstrom abstained from the vote due to him not being present at May's meeting.

MOTION by Mr. DeCelles, seconded by Mr. Connolly and Mr. Nordstrom and voted unanimously to move up item #4 Amey Morris, extension request at 295 Victory Highway.

AMEY MORRIS-EXTENSION REQUEST-295 Victory Hwy.-Mr. Kane
Mr. Kane stated that Ms. Morris have talked via telephone and has submitted a written request to be granted an extension tie-in. She

resides in the 2009 sewer district. After reviewing her request and he consulted with the ordinance and found that she falls under a different extension request than they will be handling for most of the residents in this district. Under section 8-35.5C. After reviewing the documentation provided, the property of 295 Victory Highway recommends that the commission award a five (5) year extension to connect to the 2009 sewer district and an abatement of assessment and user fees for five (5) years. She had a septic system installed approximately two (2) years ago and the paperwork is included in packets and with a Certificate of Conformance from the office of Water Resources and a design plan approved by DEM. And from his understanding that is all of the required documentation for this type of extension. This is a grant by the sole discretion of the sewer commission.

Mr. Nordstrom would like to table and review the Sewer Use Ordinance and see how it reads and have a firm understanding of what the implications are.

MOTION by Mr. Nordstrom, seconded by Mr. DeCelles and voted unanimously 4-0 to table to next month's meeting and take action at that time with discussion.

Mr. Kane looked into this and contact Mr. Quann from F.R. Mahoney and asked how would they go about purchasing the extended warranty when this time comes. Mr. Quann said that the only

exception would be they would have to purchase the lock in rate that the town has for the pump because the five years would fall within the town's contract with them for this project. The difference is that the town would have to purchase the extended warranty at that rate five years from now. They would all be eligible. The exception to this on the town's part is she would have to pay the sewer permit fee of \$250.00 and the electrical permit for \$26.00.

Mr. Nordstrom would like to have a form letter drafted and whatever facts they have and everyone is treated the same way and what the implications would be five years from now. If Mr. Quann sells his company F.R. Mahoney, he feels that it would be good for the town to have documentation from them to support all of the stuff that is about to be put in an approval letter.

Mr. DeCelles asked what mechanisms does the town have to recue this in five years.

Mr. Kane stated that from what he understands, the assessment from the tax collector's office is put on hold for a five year time period and in their system keeping in mind that the town doesn't change their computer system. The user fee is put on hold and the computer will take it office five years from now.

Mr. Wilcox stated that the Opal computer system has a trigger mechanism which allows you to put notes into the system.

Mr. Nordstrom asked when does the five year's begin.

Mr. Kane replied that its five years from when the commission grants the extension. He asked that Ms. Morris does not have to re-appear at next months meeting and he can communicate to her via e-mail of what the commission's decision will be next month so she doesn't have to return to the meeting. He requested that Ms. Morris doesn't have to come to next months meeting and the sewer commission's decision will be forwarded to her by mail. And from the documentation that she has provided, she is more than eligible for the five year extension.

MOTION by Mr. Nordstrom, seconded by Mr. DeCelles and voted unanimously on a 4-0 aye vote to table Ms. Morris's request to next month's July 21st meeting and the commission will take action at that time.

June 16, 2010

Mr. DeCelles requested a copy of the most recent ordinance so they can review it.

Mr. Kane agreed to e-mail the January 5, 2009 ordinance to all members.

REPORT FROM SUPERINTENDANT-Mr. Alvarez

Mr. Alvarez was not present.

GEREMIA & ASSOCIATES-Payment Requests-Mr. Kane

Mr. Kane explained that the final balancing change order#4 from J. Rocchio Corporation cancels out the \$25k allowance left in his contract for miscellaneous items that needed to be repaired and it cancels out the remainder of the allowance for purchase of E-1 grinder pumps which was \$197,735.04.

Mr. Nordstrom asked why would the grinder pumps be cancelled?

Mr. Kane stated that Mr. Rocchio contacted Mr. Geremia's office and saying that he no longer wants to purchase the grinder pumps for the town and wants his retain-age back and wants to no longer work with the Town of North Smithfield. Legally it has been one year since the completion of the construction for Phase 1A and legally we must return his retain-age back to him and all of the work being completed and there are no issues arising within that one year and he is legally released. Mr. Geremia immediately contacted Boyle & Fogarty to see if they were willing to purchase the rest of the grinder pumps for 1A and 1B and under the agreement with them; the town is retaining their balance on their contract until October 21, 2010 which is a day after the town council's one year deadline. From the day the town council approves this final balancing change order on John Rocchio Corporation, the town will no longer have any further pay requests or any dealings with the town. The original contract with John Rocchio

Corporation was \$2,139,191.00. The final contract including the final change order #4 will be \$1,683,048.80 and that is the final price for Phase 1A.

MOTION by Mr. Nordstrom, seconded by Mr. DeCelles and voted unanimously on a 4-0 aye vote to recommend that the Town Council approve the final balancing change order #4 to John Rocchio Corporation for a credit of -\$222,735.04.

Mr. Kane stated that the final pay request #17 to John Rocchio Corporation clears out Mr. Rocchio's retain-age, the legally withheld amount which is the 5% of construction costs which was a total of \$38,269.60.

Mr. Nordstrom asked if there is any documentation or something from Mr. Rocchio releasing the town.

Mr. Kane stated that he will ask the solicitor at the next town council meeting. As far as he is aware by releasing his retainer, that is the legal end to his contract.

Mr. Nordstrom stated that generally there is statement from the contractor releasing when they make a release of a retain-age, they basically absolve the town from everything and that this was their last and final statement.

Mr. Connolly suggested that the bill be approved pending obtaining the final release from Rocchio. Once the town receives the release form, he will receive his money.

MOTION by Mr. Connolly, seconded by Mr. Nordstrom and voted unanimously on an 4-0 aye vote that the town pay John Rocchio Corporation their final payment in the amount of \$38,269.60 pending receiving receipt of the final release order of all obligations and liens.

MOTION by Mr. Nordstrom, seconded by Mr. DeCelles that the Town Council approve payment for payment request #15 to Boyle & Fogarty Construction for Phase 1B for \$44,388.75 for E-1 grinder pumps with discussion.

Mr. DeCelles asked that assuming that when the town receives the quantities have been verified by the sewer department.

Mr. Kane stated that the way he thinks it works is Mr. Alvarez is the person who submits request of how many are needed and the need to Mr. Wilcox who then contacts the contractor and yes they are all verified.

MOTION by Mr. Nordstrom, seconded by Mr. DeCelles and voted on an 4-0 aye vote that the Town Council approve payment for payment request #15 to Boyle & Fogarty Construction for Phase 1B for \$44,388.75 for E-1 grinder pumps.

REVIEW OF PUBLIC HEARING HELD JUNE 3-Re: Grinder Pumps-Mr. Kane

Mr. Kane stated that there was an informal meeting held a public hearing at Kendall Dean School on June 3rd at the request of the Town Administrator and he ran the meeting.

June 16, 2010

They listened to homeowner's concerns. Mr. Quann the President of F.R. Mahoney and one of his associates were present along with Mr. Nordstrom. There are two letters that he provided to the commission, one from F.R. Mahoney and one from himself and Ms. Hamilton sent several e-mails to Mr. Quann asking for documentation and had a problem that has been resolved that the electrical panels that were associated with the pumps operation were being punched out by the electricians from the side or rear of the box which created a leak path for water. There were several residents who contacted Ms. Hamilton and said that it was Eric a service tech who did training and who instructed all of the drain layers to do that. Mr. Quann couldn't verify this because Eric no longer works for F.R. Mahoney. Ms. Hamilton demanded a response and Mr. Quann wrote the letter in response to Ms. Hamilton. The letter read as follows from F.R. Mahoney address to Ms. Paulette Hamilton:

"Subj: Warranty Environment One Pumps

Dear Ms. Hamilton: I received your e-mail of June 6 in regard to the

warranty relative to the Environmental One Pumps specifically in regard to alarm panels that were installed with rear penetrations. You indicated that you had been given reliable information that Eric Smith of my company that he had indicated that the rear penetration would be ok. As I had related he is no longer employed here so it is difficult to confirm this. Be that as it may, I have no reason to doubt the word of any of the good people of North Smithfield that this occurred. At the time of inspection every reasonable step was taken to make sure that the panels would remain water tight. Given this fact, we will maintain the full and complete warranty on all of those installations. The full manufactures warranty is in effect for all pumps currently installed in North Smithfield. Please do not hesitate to contact me with any further questions or concerns. Very truly yours,

Ed Quann, President F.R. Mahoney & Associates”.

Mr. Kane stated that it is written guarantee that all written warranty's will be upheld no matter how the box was installed by the electrician and if any problems occur, then the panel would be replaced by F.R. Mahoney. He wrote an e-mail there after and Ms. Hamilton had contacted him on Thursday, June 10th and verbally informed him that if she did not hear back from Mr. Quann and that she would be terminating the contract with F.R. Mahoney. He politely reminded her that that isn't within her jurisdiction and would be a rash move and

that would be a recommendation that would have to be made by the sewer commission and forward to the town council and they would have final say because it is a bonded service. He wrote an e-mail regarding the telephone conversation he had on Thursday, June 10th regarding the concerns the distribution and service of grinder pumps of the 2009 sewer district. "He contacted Mr. Quann and have come to a definitive agreement to the proceedings of the coming weeks and months. First and foremost, all of the grinder pumps in the project area are under full manufacturers' warranty are under our service contract under F.R.M.A. no matter how the pump panels were installed. If there is a panel found to have a deficiency severe enough to interfere with the daily operation of the pump and the safety of the home and homeowner, the panel will be replaced at no cost to the homeowner. Second a simplified version of the warranty agreement that accompanies all pumps as well as documentation of the extended warranty that will be purchased by the Town in October will be provided by F.R.M.A. and then distributed to the Town Council, and all affected residents within the sewer district. Please do not hesitate to contact him or any information you may need, or to clarify the information contained in this letter." This has addressed both Ms. Hamilton's concerns and this information will be disseminated through out the district as quickly as can be. There is a joint letter that will be going out between them both and will be going out before the end of the month, before the assessment bills go out and he has asked her to wait and include this in a packet of information that will be distributed to every homeowner in the district. The joint letter is in

draft form and will be e-mailed shortly and requesting the commission members to review it and e-mail him in return with their suggestions and recommendations. He will then send the letter to Ms. Hamilton for her signature and distribution. This letter should clarify all of the information that could go out to a homeowner regarding the pumps, extensions, loans, problems and benefits of connecting in the first year and what you would lose if you do not connect before October and what they would have to do to be granted an extension by the commission as such. A letter will be sent to the Town Administrator by the beginning of next week. The warranty information along with a brief of the extended warranty and what that will cover will be included. All of the extended warranty's is an extension of the manufacturers two-year warranty that comes with all outdoor pumps. It is uninterrupted service from the first two years and into the next three years that the town is purchasing for these pumps.

CORRESPONDENCE AND COMMUNICATIONS

Mr. Kane mentioned that there would be a public hearing on June 21st at NSES at 7 p.m. on the 2010-2011 to discuss the town and school budget and sewer and water. The actual budget vote meeting is set for June 28th at Kendall Dean School at 7 p.m. and the town council will set the budget for the 2010-2011 fiscal years. Mr. Wilcox will shortly begin to send out the assessments and usage for next year.

OLD BUSINESS

None

NEW BUSINESS

None

June 16, 2010

PUBLIC COMMENT

Mr. Kane indicated that he had a telephone conversation this morning and he included an e-mail that Mr. Wilcox had sent him which explains a timeline of what had happened. Mr. Martin had a second service call this past weekend and he has talked with Mr. Quann.

Mr. Ron Martin resides at 37 Pacheco Drive has had a second service call this year. Mr. Martin addressed his recent concerns he has with his E-1 grinder pump and the service he has received with F.R. Mahoney. He shared with the commission that back in mid August of 2009 he had put in a septic system. He explained how he had gone away throughout the months since August of 2009 and upon his return on Sunday March 28th of 2010 and he had flushed his toilet and the pump had gone on. He explained the bad experience he had with F.R. Mahoney on that service call. He had to wait until Monday for a service tech and the tech told him it was the diaphragm. They did a quick fix on the diaphragm and they replaced the pump Stator.

He was able to use it through the months of April and May. On Friday, June 12 it went out again. He attempted to call F.R. Mahoney on Friday at 8:00 p.m., there was no answer to inform them he had a problem so they could come in on Saturday morning. He called again and got the answering service and service never responded. He tried everything they told him to do, to reset it etc. On Saturday morning at 8:00 a.m. and he was prompted on their phone service and it told him that the person on call will return his call. He never called. He was unaware that their answering service was out of order and they do not have a back up. The first time he had a problem a service tech named Joe had come by and gave him his business card. He told him if he ever had any problems to give him a call. He then gave Joe a call and was told by Joe that Ricky was on duty and he didn't know why he didn't answer. He stated that the person named Joe had called the other tech Ricky to have him call Mr. Martin. Mr. Martin explained the problem to Ricky and was told by Ricky to play it by ear and told Mr. Martin to use some water and flip the switch on & off and the pump should pump it out and if it doesn't work and the pipes begin to make a noise to call him again. He insisted that Ricky come and check it out and fix it. He called back Joe and explained to him what Ricky had said and he informed Mr. Martin that he will call Ricky and that they will fix it. Ricky came by to fix it and agreed with Mr. Martin that there was a problem. He found that the stator had burnt out again. He replaced the stator, put the pump back and turned it back on and it beeped again and informed Mr. Martin that there was another problem. It was also the on and off switch inside the pump.

Ricky changed the switch. He asked for a report from Ricky and he provided one to Mr. Martin. Mr. Martin broke down the cost for both visits which would have come to almost \$1,000.00. He used the pump for a total of only four months because of him going back and forth to Florida and it had broken down twice. He is petitioning the commission to have F.R. Mahoney and ask Mr. Quann to replace the inside of the pump and have the warranty begin again.

Mr. Nordstrom asked how is his control box was wired?

Mr. Martin replied that it was wired in the back and came through the house.

Mr. Kane has spoken to Mr. Quann and it was the same tech who Mr. Martin dealt with the first service call who didn't want to come out on the weekend and the second service call found that the one person in Mr. Quann's service department that has a tendency to do the same thing. Mr. Quann has assured him that that will no longer be a problem. Mr. Quann informed him that Ricky will be dealt with personally today. This discussion took place at 11:00 am today. He will call Mr. Quann and follow up with him tomorrow. As far as the pump being replaced, he has not brought that up to Mr. Quann but waited until the commission listened to this from Mr. Martin and asking for input on that matter from the commission members. He doesn't believe that there has been another pump in this project that had two problems in such a short period of time. In 80 of them that

has been installed, there could be a lemon out there somewhere. Unfortunately, he feels that Mr. Martin received that lemon. Mr. Quann thanked Mr. Martin personally for his persistence and extremely pleased that he insisted someone come out. He told him about Joe the other tech and will thank him as well and Joe is one of his best tech's on his staff.

Mr. DeCelles stated that since this is a reoccurring problem, is there another vendor in this area that serves the E-1 pumps:

Mr. Kane stated yes that there is, a company called Fernco.

Mr. DeCelles feels that the town suggest to Mr. Quann that if he has an employee that refuses to come out on a weekend or anytime, that the homeowner or sewer superintendent will call Fernco, Fernco will make the repairs and bill F.R. Mahoney for those repairs. If Mr. Quann doesn't agree with that, then he can go. He also would recommend that the sewer department place a call to E-1 itself and make them aware of the problems that are going on with F.R. Mahoney. With all due respect, some of these things need to be handled internally. The commission shouldn't be doing all of this. He feels that this is an operational issue that needs to be addressed by the employees. He stated that Mr. Martin shouldn't wait for a monthly board meeting to get resolution on this matter.

Mr. Kane agrees but the excuse he gets is because the sewer

department isn't there.

Mr. DeCelles does not agree and that it is a 24 hour, 7 day a week, 365 days a year service.

June 16, 2010

Mr. Kane response was that it is and he has reminded the superintendent of that. Unfortunately, his telephone number isn't widely circulated enough.

Mr. Nordstrom suggested that if they have any trouble contacting F.R. Mahoney to also include the superintendent's telephone number in the letters that go out to the resident's. He feels that they need to be clearer to the direction of the residents.

Mr. DeCelles agrees with Mr. Kane regarding he feels that Mr. Martin did receive a lemon. He has never seen any problems in the past with these types of pumps.

Mr. Kane is requesting from the commission to have Mr. Quann replace Mr. Martin's pump.

MOTION by Mr. DeCelles that the town recommend and demand that Mr. Quann replace Mr. Martin's pump and in the future, if there is a problem with getting anyone of his technicians to respond at any time

that the town call another company and the town bill F.R. Mahoney for the other company with discussion.

Mr. Kane stated that since the town is under a service contract with F.R. Mahoney for this project.

Mr. DeCelles stated that it also requires them to respond.

Mr. Kane stated that to change that and contact a separate company for a resident in this district, the commission would need council approval because it is a bonded contracted service. That was told to him by the solicitor because he has already checked into that.

MOTION dies for lack of a second motion.

MOTION by Mr. DeCelles, seconded by Mr. Nordstrom and voted unanimously on a 4-0 aye vote to notify F.R. Mahoney and demand Mr. Quann to replace Mr. Martin's pump.

MOTION by Mr. DeCelles, seconded by Mr. Nordstrom that the commission notify Mr. Quann of F.R. Mahoney that if a resident from North Smithfield calls F.R. Mahoney for a service call and they do not respond to by F.R. Mahoney, that the town would have the right to call or contact another certified E-One service provider to perform the service and that F.R. Mahoney would be back charged with discussion.

Mr. Nordstrom feels that why the town solicitor is saying that is because essentially they have a performance bond and they are not performing according to what they are we're exercising that clause in the performance bond and that they are not performing so we are going to go with someone else and back charge them and so it affects that bond.

Mr. DeCelles feels that they need to take a look at the contract and see what that response time is in the contract.

Mr. Connolly commented that the fact that someone has to wait for a response isn't acceptable and feels that they should do whatever they need to do to have 24 hour service.

MOTION by Mr. DeCelles, seconded by Mr. Nordstrom and voted unanimously on a 4-0 aye vote that the commission notify Mr. Quann of F.R. Mahoney that if a resident from North Smithfield calls F.R. Mahoney for a service call and they do not respond to by F.R. Mahoney, that the town would have the right to call or contact another certified E-One service provider to perform the service and that F.R. Mahoney would be back charged.

Mr. Connolly asked who is the contract between?

Mr. Kane responded that it is between both the town and F.R.

Mahoney.

Mr. Connolly's asked if the town had a copy of the contract that we're asking for?

Mr. Kane responded that as far as he has asked five people and he does not have a copy.

MOTION by Mr. Nordstrom, seconded by Mr. DeCelles and voted unanimously on a 4-0 aye vote to request from the town solicitor to prepare and draft a letter to F.R. Mahoney requesting documentation on the service contract and any pertinent warranty information as well as a copy of the performance bond.

Mr. Martin is requesting a brand new pump and not a rebuilt pump.

June 16, 2010

Mr. Kane assured him that it will be a brand new pump with a five year warranty and he apologizes that he had to go through that.

MOTION by Mr. Connolly, seconded by Mr. Nordstrom and voted unanimously on a 4-0 aye vote to adjourn at 8:08 p.m.

Meeting adjourned at 8:08 p.m.

Respectfully submitted,

Patricia A. Paul

Secretary